1945

File No. L. Misc. ~~Leases~~ /45

Legal DEPARTMENT

E BRANCH

Subject:—

Miscellaneous

~~Land~~ Leases ~~scrutiny of~~

and Licenses.

Scrutiny of ——

Pc. B

E

File No. L. ~~Leases~~ Misc. /45—

Std Sectt. Slip 24-B

110-E

C O N T E N T S.

Legal Department File No. L.Misc./45

Sr. No.	Compilation No.	Subject	Pages.
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Spare Copy

AN AGREEMENT made at the day of One thousand nine hundred and forty-five between THE GOVERNOR OF BOMBAY hereinafter called "Government" (which expressio shall unless the context does not so admit include his successors and assigns) of the one part and THE INDIAN PLYWOOD MANUFACTURING COMPANY LIMITED, a Company incorporated under the Indian Companies Act, 1913, and having its registered office at Hereinafter called "the Company" (which expression shall unless the context does not so admit include its successors and assigns) of the other part.

WHEREAS the Company is desirous of starting a plywood factory at Dandeli, Kanara District AND WHEREAS the Company has requested Government to grant it a concession for forty years ~~for forty years~~ for the extraction of trees over six feet in girth of the species named in the schedule A hereto in the areas mentioned hereafter which Government has agreed to do upon certain terms and conditions.

AND WHEREAS before signing this agreement the Company has deposited with the Divisional Forest Officer, Kanara Northern Division, (hereinafter called "the Divisional Forest Officer") a sum of Rupees Two thousand five hundred as security for the due compliance with and the performance by the Company of all the terms and conditions in this agreement so far as they are to be observed and performed by the Company AND WHEREAS by a rule under section 76, clause (d) of the Indian Forest Act, 1927, hereinafter called "the said Act" whoever enters into any contract with any Forest Officer acting on behalf of Government shall, if so required by such Forest Officer, bind himself by a written instrument to perform such contract. NOW IT IS HEREBY MUTUALLY AGREED as follows :-

1. The Company will have a concession for forty years from for the extraction of trees over six feet in girth over bark at 4½ feet above ground level of the species named in the Schedule hereto and such other species as may be from time to time added by the Conservator of Forests Southern Circle, at the request of the Company and with the sanction of Government, and suitable for the Company's purposes, in the area mentioned in clause 2 at a royalty of Rupee one per ton of 50 cubic feet of extracte material to be paid to Government, the rate of royalty being liable to revision in the event of the concession granted to the Karnatak Industrial and Plywood Company, Limited, being cancelled or the latter Company's rate being revised either on the expiry of the 10 years' period or earlier on account of its failure to comply with the terms of the concession This concession is granted to the Company for its own manufacturing purposes only. The Company will be given woods of the following species if available in reasonable quantities and purely for manufacturing purposes at the following rates mentioned against them:-

P.T.O.

	Rate per ton.
(a) Teak (Tectona grandia)	
(b) Rosewood (Dalbergia latifolia)	Current market rates.
(c) Sandalwood (Santalum album)	
(d) Bijasal (Pterocarpus marsupium)	
(e) Adina cordifolia (Haldu)	Rs.20/-(subject to revision
(f) Lagerstroemia Lanceolata Benteak	at the end of the present
(g) Saccopetalum tomentosum	war.)
(h) Stephygne Parvifolia.	
(i) Bombax malabaricum(Sawar)	Rs.1/-subject to revision
(j) Odina wodier	at the end of the present
(k) Garuga pinnata	war.

2. The concession mentioned in clause 1 will be given in the following forest areas :-

(a) Gund Range
(b) Virnoli Range,
(c) Kulgi Range
(d) Sambrani Range excluding blocks III to VI inclusive of the Haliyal Teak Pole Plan.and
(e) Dandeli Range - part South of the Supa Haliyal road to Barchi cross roads and East of the Barchi Tawargatti road.

3. The Company will be allowed to extract timber of the species mentioned in Schedule A from its area in accordance with the sequence drawn up by the company in consultation with the D.F.O. in such away as to ensure to the comp.its full annual requirements provided that the material is on the ground at the rates mentioned in clause 1 above. The removal of teak, rosewood and bijasal from organised forests will not be permitted and in unorgansied forests will be subject to special marking by the Forest Department. After the termination of the present war, removal of Haldu, Benteak and Sawar from organised forests will be subject to the provisions of any sanctioned working plan in force. As regards breakages the Company shall either pay for the broken trees at the rates mentioned in clause 1 above and retain the resultant material or extract the material and hand it over to the Forest Department at the Dandeli Depot as directed by the Divisional Forest Officer, Northern Division, Kanara. In the latter even the Company will be paid such extract charges as may be approved by the Divisional Forest Officer.

3(a) The Company shall cut the stools of the felled trees level with the ground and trim them at once. The stools should be kept clear of debris.

Agreement with Karnataka + Pvt clause 4(a) (b),

3(b) The company shall take such precautions as the Divisional Forest Officer may from time to time direct to protect from fire the area under exploitation and in the event of fire shall take measures to extinguish it and to prevent it from spreading.

3(c) The Company shall prepare makring lists of all trees to be exploited in such manner as is ordered by the Divisional Forest Officer and forward a copy of such lists to the Division forest Officer prior to commencing any felling.

4....

4. The Company will have no right to compensation till the termination of the present war for any species exploited in the area of concession by the Forest Department for departmental or war supplies through them or other contractors.

5. The Company shall supply to the Divisional Forest Officer till the termination of the present War any timber or other forest produce which may be required for war or departmental use and shall receive payment at the rates to be fixed by the Divisional Forest Officer on the basis of the concession rates at which the Company is permitted to exploit timber or such produce plus extraction charges as may be determined by the Divisional Forest Officer to have been incurred by the Company provided that such supply shall not interfere with the execution of any orders which the Company may have in hand for the Deptt. of Supply.

6. 61.5 acres of suitable land will be leased to the Company for factory site at a rent of 4 annas per acre per year. Save for such trees as may be reserved for shade or other purposes, the whole factory area of 61.5 acres shall be cleared of tree growth before 13th July 1945 and kept clear of coppice shoots, lantana, brushwood and other growth during the currency of the lease, and

(a) a strip of 100 feet in width shall be cleared in all places where the boundary adjoins reserved forests and this strip shall be kept clear of all vegetation throughout the period of the lease so as to prevent fire from spreading into the adjoining forests;

(b) the boundary and other marks shall be kept in proper repair throughput the period of the lease, and

(c) no part of the land shall be sublet and no part of any bldg. constructed or any machinery erected on the land shall be sublet, assigned or sold for use or operation in the area of the concession to any person whatsoever without the previous permission in writing of the Divisional Forest Officer.

7. A plot of about one or two acres will be given on lease to the Company on the estern side of the Kalinadi river near the Dandeli Railway Station for a godown, loading siding etc.

8. The Company will have the rights to store logs in the Kalinadi/river and its tributaries subject to such rules to prevent pollution as the Divisional Forest Officer may pass [subject to the right of appeal to the Consr. of Forest. or C.C.F.]

9. The Company will be allowed to use Bamboos, climbers, except shigkai, fuel or fuel for charcoal manufacture free till the date of determination of the present war. After that date Government will be paid for Bamboos and fuel at the current permit rates.

10.....

10. The Company's carts or mother vehicles will be allowed to ply on all forest roads free of toll, subject to periodical closures and other traffic restrictions which the Divisional Forest Officer may from time to time prescribe to keep the road from damage provided that such restrictions or closure will affect not only the Company's vehicles but also all similar vehicles to whom soever they belong. Reciprocally all roads constructed by the company, except that running in the Factory area, shall be open for traffic of the Forest Department free of toll.

11. The Company will be allowed to quarry stone for factory or road building purposes or earth for bricks or tiles for factory purposes free of charge.

12. The Forest Department will appoint a special Officer of the grade of Forester for measuring the Company's logs and assisting and supervising the operations undertaken by the Company in the Forests and for supervising the operations undertaken by the Company in the forest. The pay and allowances of this officer will be paid by the Company. The Company will pay on demand the amount required to defray the cost of his pay and allowances of all descriptions, leave and pension contributions, fixed by the Conservator of Forest, S.C., who will also have power to appoint more than one Special Officer for the purpose if it is found that one officer cannot deal with the estimated intake of raw materials. The above officers deputed to the Company shall be under the Company's orders and control.

13. The Company will be allowed to use the water of the Kalinadi river, free of charge.

14. The Company will also be permitted to use two ton (unladen weight) lorries to minimise transport expenses.

15. The Forest Department will supply all timber required for the construction of the Company's works at the rates at which it is supplied to the Department of Supply, i.e., scheduled rates plus 2 1/2 per cent. provided that the Department of Supply agrees to release the same.

16. The Company will have the right to use and construct any roads or slides that may be required for the extraction or transport of timber in consultation with and with the approval of the Divisional Forest Officer and to use all water ways for this purpose without restriction.

17. Government will not grant any concession for the manufacture of plywood in the areas mentioned in clause 2 to any other Company during the period of 40 years stipulated in clause 1, but if the company fails to establish a plywood factory and get into production to the satisfaction of Government before the 13th July 1945, Govt. will be free after the said date to grant any concessions in the said areas to any other company. If the Company's intake and manufacture of available raw materials is less than 300 tons per month from May 1949 onwards Government will be also free to grant any concessions in the said areas to any other Company. Subject to the above, Government agrees not to grant any concessions in these areas to any other Company for the manufacture of bobbins, shuttles, furnitures, containers or chests woodpulp or any other timber products without

giving...

giving the Company the first opportunity for starting a factory for the manufacture of these articles within six months of the date of such offer.

18.. The Company will have the right to extent of railway by siding to its factory site, subject to the approval of the Madras and Southern Maratha Railway who manage the Almavar-Dandeli Railway for the Forest Department or toerect overhead wire rope way across the Kalinadi river from the Company's Factory area to the Railway siding.

18(a) The Company will have the right to ply its own ferry across the river Kalinadi for the benefit of its employees or for the transport office goods for such purposes shall have access to the ferry termini.

19. The Company will not engage any labour engaged in the Government Sawmill or working for the Forest Department or vice versa.

20. All output of the Factory untill the termination of the present war shall be placed at the first disposal of the Department of Supply

21. For purposes of this agreement the present war shall be treated as having continued to, and as having ended on such date as the Central Government may declare.

22. The amount of royalty rent or any other amount due under this agreement shall be paid to the Divisional Forest Officer on behalf of Govt. If and whenever any part of the rent, Royalty or any other amount due under this agreement shall be in arrear the same may be recoverable from the Company in accordance with Sec. 83 of the Said Act or as an arrear of Land Revenue in accordance with sections 82 and 85 of the said Act or in both ways. If the said rent, royalty or any other amount due under this agreement hereby reserved shall be in arrear for the space of 30 days whether the same shall be legally demanded or not or if any other amount due under this agreement shall be in arrear for the space of 30 days after it shall have been legally demanded or whenever there shall be a breach of any of the covenants or conditions by the Company which shall not have been rectified within a reasonable time (as to which Govt. will be judge) of their having been officially brought to the Company's notice, Govt. will be at liberty to terminate this agreement and to forfeit the said deposit.

23. The Company shall perform and observe all the covenants and conditions contained in the accompaying standard form of agreement hereto annexed and marked 'A' so far as they are applicable to this agreement.

IN WITNESS WHEREOF THE GOVERNOR OF BOMBAY hath caused the conservator of Forest, S.C., Belgaum, to set his hand and affix his official seal hereto on his behalf and the Common seal of the Indian Plywood Manufacturing

Company,..

Company, Limited, has been affixed hereto the day and year first above written.

SCHEDULE 'A'

Section I. -

Lists of species to be exploited for manufacturing purposes under clause I.

Annexed and marked 'B'

SIGNED, SEALED and DELIVERED by)
)
Esq.)
)
Conservator of Forests, Southern)
Circle, Belgaum, in the presence of)

The Common Seal of the Indian Plywood Manufacturing Company, Ltd., was affixed hereto pursuant to a resolution of the Board of Directors dated
day of
in the presence of :-

AK-1/3

MPS/17.3.

'B'

SCHEDULE

List of trees to be exploited by the Indian Plywood Company for the proposed Plywood Factory at Dandeli under Clause I of the agreement.

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1. Ailanthus excelsa	arussa, dhup, helbeva
2. Alseodaphne semicarpifolia	Phadgus
3. Amoora canarana	ammor
4. Anthocephalus cadamba.	Kadwal, Kadam.
5. Artocarpus hirsuta	aini, hebalsu.
6. Bauhinia lawi	baswanpod.
7. Bombax insigne.	White sawar
8. Canarium strictum.	raldhup.
9. Cadrela toona.	devdari
10. Chikrassia tabularis	laldevdar.
11. Dichopsis elliptica	palla.
12. Dillenia pentagyna.	Karmal, kangola.
13. Gmelina arboria	shivani.
14. Hymenodictiyon excelsum	dandele.
15. Kydia calycina.	Bhendy.
16. Lophopetalum wightianum	banate.
17. Magifera indica	mango.
18. Machilus macrantha.	gulmav.
19. Michelia champaca.	kolsampige.
20. Terminalia belerica	goting
21. Tetrameles nudiflora	jermal, bondale.
22. Trewia nudiflora.	shillauri (tumri).
23. Vateria indica.	dhup.
24. Zanthoxylum spp.	tirphul.
25. Spondias accuminatan.	vanambada.

THIS LEASE made the day of One thousand nine hundred and forty..... between ....Esqr., the President, Taluka Development Association, Bijapur, for and on behalf of the Taluka Development Association (hereinafter called "the lessor" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the one part and the Governor of Bombay (hereinafter called the "lessee" which expression shall unless excluded by or repugnant to the context include his successors in office and assigns) of the other part.

WHEREAS by an indenture of Lease bearing date the 1st day of August 1940 and expressed to be made between the Lessor of the one part and the Lessee of the other part (and registered in the office of the Sub-Registrar of Bijapur on the 21st August 1940 under serial No.1665 of Book No.1) all that piece of land more particularly therein and also hereinafter described (and hereinafter called "the said land") was demised by the Lessor to the Lessee for the term of five years from the 12th day of June 1939 at the yearly rent and subject to the covenants and provisions therein reserved and contained and the said lease contained a proviso for renewal thereof at the end of the said term on the same terms and conditions, at the discretion of the Lessor.

AND WHEREAS the term granted by the said recited Lease having expired, the Lessee requested the Lessor to grant to the Lessee a renewal of lease of the said land for a further period of five years commencing from the 12th day of June 1944.

AND WHEREAS the Lessor has agreed to renew the said lease for the term and subject to the rent, covenants and provisions hereinafter reserved and contained.

Now this Lease witnesseth that in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the lessee to be performed and observed the lessor doth hereby demise and let unto the lessee all that piece or parcel of land in the villa

of Mahal-Bagait, Taluka and district Bijapur, except the area of two acres of land marked out in the plan hereto annexed near the well which is reserved for the nursery to be run by the Lessor and except the room on the [illegible] side of the cattle-shed erected on Survey No.345/346/54 and more particularly described in the schedule appended hereto; to hold the said land unto the ~~xxxxxxxx~~,lessee for a period of five years commencing from 12th June,1944 (hereinafter referred to as "the said term") paying therefor during the said term unto the lessor or its duly appointed agent the annual rent of Rs.Two hundred and seventy (Rs.270/-) only which is payable on the 1st day of April every year.

2. And the lessee doth hereby covenant with the lessor as follows, namely, that the lessee shall, from time to time during the continuance of the lease -

(i) pay or cause to be paid to the lessor or its duly appointed agent the annual rent of Rs.270/- (Rupees Two hundred and seventy) only hereby reserved at the time and in the manner herein before appointed for the payment thereof;

(ii) use and occupy the said land in a fair and tenantable manner and on the expiration of the said term, unless the lease is renewed, restore the said land to the lessor free of weeds and in as good a condition as it was in, when the lessee was put in possession thereof, except so far as any damage or loss may have been caused by reasonable wear and tear or by fire, storm, earthquake or other act of God or as a result of civil commotion;

(iii) not erect any permanent structure or building on the said land;

(iv) permit the Lessor to run a nursery on the two acres of land near the well reserved for the purpose and supply irrigation for these two acres of land so reserved free of charge;

3. And the lessor doth hereby covenant with the lessee as follows, namely,that:-

(a) The lessor shall to the satisfaction of the lessee keep all the boundary fences and hedges of the said lands in proper order and repair and condition;

(b) The lessee shall be at liberty to utilise the said land for all purposes connected with the farm for the Government Agricultural High School, Bijapur;

4. And it is hereby further expressly agreed and declared by and between the parties hereto as follows:-

(i) The lessee paying the rent hereby reserved and performing and observing the covenants and conditions hereinbefore mentioned and on the part of the lessee to be observed and performed shall quietly and peaceably hold and enjoy the demised land during the said term without any interuption or disturbance whatsoever by the lessor or by any person lawfully claiming under or in trust for him;

(ii) After the expiration of the said term of five years this lease may be renewed on the same terms and conditions at the discretion of the lessor;

(iii) The lessee shall be entitled to terminate the lease at any time by giving six months' previous notice in writing to the Lessor;

(iv) The Lessor shall have the exclusive control over the Bor and Tamarind trees growing on the said lands.

5. If the rent hereby reserved or any part thereof shall at any time remain unpaid for a period of 30 days after the same shall have become due whether formally demanded or not or if the lessee commits a breach of any of the covenants on his part to be observed and performed, it shall be competent to the lessor to determine this lease and to enter upon the said land or any part thereof in the name of the whole provided always that before determining such lease and making a re-entry the lessor shall give to the lessee a written notice of his intention so to do and call upon the lessee to pay the rent in arrear and remedy the breach complained of within 15 days of the receipt of the notice and in default to determine the lease and to re-enter on the demised premises.

Schedule above referred to.

Land bearing survey Nos.345 and 346 and measuring 9 acres and 31 gunthas from Survey No.345 and 3 acres and 27 gunthas (including the area of the well) from survey No.346 situated in

the Village of Mahal-Bagayat, Taluka and district Bijapur and bounded as follows:-

on or towards South by survey Nos.344,346B and 898 of Mahal-Bagait,
on or towards North by survey Nos.338 and 339 of Mahal-Bagait,
on or towards West by survey Nos.346A, 898 and Fort-wall, and
on or towards East by survey Nos.342 and 343, except the area of two acres of land marked out in the plan hereto annexed near the well which is reserved for a nursery to be run by the Taluka Development Association.

In witness whereof the President, Taluka Development Association, Bijapur being duly authorised in this behalf by resolution of the said Association No. dated the hath set his hand and the seal hereto and Director of Public Instruction, Poona, hath set his hand and the seal of his Office for and on behalf of the Governor of Bombay the day and year first above written.

Signed, sealed and delivered for and)
on behalf of the Taluka Development)
Association, Bijapur, by the)
President, in the presence of -)

1.

2.

Signed, sealed and delivered by)
)
Director of Public Instruction,)
Poona, in the presence of -)

1.

2.

Letter.

No. 8195

Legal Department,
Bombay Castle, 20 November 1945.

To

The Director of Public Instruction,
Poona.

Subject:- Government Agricultural High School, Bijapur.
Leasing of land for the farm of the --

Sir,

With referance to your letter No.113/26-C, dated the 9th October 1945, on the subject noted above I have the honour to enclose herewith a revised draft of the above - lease with a request that the description of the room in cattle-shed may be filled in so as to clerify which room is intended to be excluded from the Lease. The lease should be executed in duplicate.

2. In the absence of any express agreement to the contrary, the expense of providing the stamp duty on the original has to be borne by the Lessee under section 29 of the Indian Stamp Act, in which case the document would be exempt from stamp duty section 3 of the same Act. In case it is payable by the Lessor, the Lease is chargeable with a stamp duty of Rs.6-12-0 under article 35(iii) reas with article 23 of the Schedule I to the said Act. The duplicate is chargeable with a stamp duty of Rs.3-0-0 under Article 25 of the same Schadule. Both the original and duplicate should be registered.

3. You are requested to note that in future, whenever drafts are submitted to this office for scrutiny, two copies of the draft typed on half margin should be supplied in order to facilitate the scrutiny thereof as required by rule 61 read with rule 65 of the Secretariat Instructions.

4. The papers received with your letter under reference are returned herewith.

Issued
COP
2/4

Your obedient servant,

RDK 1/11

Dft/ Solicitor to Government.

270. Submitted after issue

File in h Misc

Map
6/11

Asst Sec. 6/11

d. Misc. 1/45
7/11/45